

# EXHIBIT 4

<p style="text-align: right;">66</p> <p>1 Arbitration -- Volume I</p> <p>2 PAUL COLAPINTO</p> <p>3 doing business at Monadnock,</p> <p>4 155 Third Street,</p> <p>5 Brooklyn, New York,</p> <p>6 having been sworn by the notary public to</p> <p>7 testify to the truth, testified as follows:</p> <p>8 DIRECT EXAMINATION</p> <p>9 BY MR. KLEINHENDLER:</p> <p>10 Q Good morning, Mr. Colapinto.</p> <p>11 A Good morning.</p> <p>12 Q Could you please tell the panel</p> <p>13 your educational and professional</p> <p>14 background.</p> <p>15 A Bachelor's of science, 1983,</p> <p>16 Cortland University; associate's, Nassau</p> <p>17 Community College, 1995. 32 years in</p> <p>18 construction field.</p> <p>19 Q How long have you been with</p> <p>20 Monadnock?</p> <p>21 A 15 and a half years.</p> <p>22 Q And prior to Monadnock, where</p> <p>23 have you worked?</p> <p>24 A Other general contractors, a</p> <p>25 few developers.</p>	<p style="text-align: right;">68</p> <p>1 Arbitration -- Volume I</p> <p>2 And by the way, we will just --</p> <p>3 for ease of use, we will refer to the</p> <p>4 project as this "HPS project" which is the</p> <p>5 subject of the arbitration; is that okay?</p> <p>6 A Yes.</p> <p>7 Q Okay. So when was the first</p> <p>8 time you started looking for a glass -- a</p> <p>9 window glass supplier for this project?</p> <p>10 A Late winter, early spring of</p> <p>11 2012.</p> <p>12 Q What did you do?</p> <p>13 A Well, we looked into</p> <p>14 recommendations for curtain wall</p> <p>15 contractors. We vet them. We speak to</p> <p>16 other manufacturers.</p> <p>17 Q Okay. Describe for the panel</p> <p>18 what is a "curtain wall" as it -- it</p> <p>19 relates to this project.</p> <p>20 A A curtain wall is the most</p> <p>21 important part of this project because it's</p> <p>22 the skin or the envelope of the -- of the</p> <p>23 building.</p> <p>24 Q And what is the composition of</p> <p>25 a curtain wall?</p>
<p style="text-align: right;">67</p> <p>1 Arbitration -- Volume I</p> <p>2 Q Okay. And presently what is</p> <p>3 your position in Monadnock?</p> <p>4 A Senior vice president.</p> <p>5 Q Okay. Did there come a time</p> <p>6 where you became involved with the Hunters</p> <p>7 Point project, the parcels A and B that we</p> <p>8 were just discussing in the opening?</p> <p>9 A Yes.</p> <p>10 Q Tell us when you first became</p> <p>11 involved with that project?</p> <p>12 A Spring of 2011.</p> <p>13 Q And what did you do?</p> <p>14 A Came on board as one of the</p> <p>15 construction, not experts, but one of the</p> <p>16 construction people to work on the</p> <p>17 development of the project.</p> <p>18 Q And just by the way, currently,</p> <p>19 what is your position at Monadnock?</p> <p>20 A Senior vice president.</p> <p>21 Q Okay. Did there come a time</p> <p>22 when you were involved, either personally</p> <p>23 or on behalf of Monadnock, in searching for</p> <p>24 a provider of window wall or curtain wall</p> <p>25 units for the project?</p>	<p style="text-align: right;">69</p> <p>1 Arbitration -- Volume I</p> <p>2 A Metal frames, louvers,</p> <p>3 hardware, glass, gaskets.</p> <p>4 Q And prior to installation of</p> <p>5 the window wall or curtain wall, are</p> <p>6 there -- is there certain hardware or</p> <p>7 certain parts that need to go into the</p> <p>8 concrete structure that actually holds the</p> <p>9 wall?</p> <p>10 A Yes.</p> <p>11 Q What are they?</p> <p>12 A They are called anchors or</p> <p>13 specifically on this job hardware anchors.</p> <p>14 CHAIRMAN ROSSI: Halfen,</p> <p>15 H-a-l --</p> <p>16 THE WITNESS: H-a-l-f-e-n.</p> <p>17 A It's an embedment in the</p> <p>18 concrete superstructure.</p> <p>19 CHAIRMAN ROSSI: Who puts them</p> <p>20 in?</p> <p>21 THE WITNESS: The</p> <p>22 superstructure contractor.</p> <p>23 CHAIRMAN ROSSI: And it's</p> <p>24 supplied -- supplied by the window</p> <p>25 manufacturer or not?</p>

<p style="text-align: right;">70</p> <p>1 Arbitration -- Volume I</p> <p>2 THE WITNESS: Supplied by the</p> <p>3 window manufacturer, correct.</p> <p>4 CHAIRMAN ROSSI: Okay.</p> <p>5 (Previously Marked Exhibit No.</p> <p>6 2, Document is introduced into the</p> <p>7 proceedings.)</p> <p>8 Q Okay. I refer you to Exhibit 2</p> <p>9 in the book, binder one. If you can look</p> <p>10 at the -- you can look there or you can</p> <p>11 look at the book.</p> <p>12 MR. RENDA: I have to look at</p> <p>13 the book because I can't read that far</p> <p>14 away.</p> <p>15 CHAIRMAN ROSSI: Here you go.</p> <p>16 You want to take a look at this?</p> <p>17 Q The bottom -- I will just wait</p> <p>18 for the arbitrator.</p> <p>19 MR. KLEINHENDLER: Also, panel</p> <p>20 members, I think -- and Mr. Cinque --</p> <p>21 we are going to mark exhibits. And</p> <p>22 can we just have a ground rule?</p> <p>23 Unless there is a stated objection, it</p> <p>24 will be considered received?</p> <p>25 CHAIRMAN ROSSI: You are not</p>	<p style="text-align: right;">72</p> <p>1 Arbitration -- Volume I</p> <p>2 A He was the point person for</p> <p>3 Glasswall on this project.</p> <p>4 Q Do you know what position he</p> <p>5 held at Glasswall?</p> <p>6 A He was the president of</p> <p>7 Glasswall.</p> <p>8 Q Okay. And looking at the date,</p> <p>9 March 29, 2012, is this around the time</p> <p>10 frame when Monadnock started interacting</p> <p>11 with Glasswall in connection with this</p> <p>12 project?</p> <p>13 A Yes.</p> <p>14 Q And if you look at the top one,</p> <p>15 Federico is talking to Greg about base</p> <p>16 price and features.</p> <p>17 What were -- what were the</p> <p>18 substance, if you know, of the discussions</p> <p>19 between Monadnock and Mr. Balestrazzi in or</p> <p>20 about the end of March of 2012?</p> <p>21 A Well, they would have been</p> <p>22 preliminary conversations as to how we were</p> <p>23 going to clad this building with the</p> <p>24 curtain wall system.</p> <p>25 Q And did you do any due</p>
<p style="text-align: right;">71</p> <p>1 Arbitration -- Volume I</p> <p>2 going to have to, you know, go through</p> <p>3 the exercise of -- of -- of what you</p> <p>4 call foundational exercise with</p> <p>5 exhibits. So just act as if they are</p> <p>6 all in.</p> <p>7 Mr. Cinque, that's not to stop</p> <p>8 you. If something comes up --</p> <p>9 MR. CINQUE: That's fair. I</p> <p>10 understand.</p> <p>11 CHAIRMAN ROSSI: If something</p> <p>12 comes up, you just object; but</p> <p>13 otherwise we're going to assume</p> <p>14 everything is in.</p> <p>15 MR. CINQUE: Okay.</p> <p>16 CONTINUED EXAMINATION</p> <p>17 BY MR. KLEINHENDLER:</p> <p>18 Q Could you look at the lower</p> <p>19 E-Mail. It's from Mr. Bauso to</p> <p>20 Mr. Balestrazzi.</p> <p>21 Who is Federico Balestrazzi?</p> <p>22 A President of Glasswall.</p> <p>23 Q And what was his role in</p> <p>24 connection with Glasswall's activity on</p> <p>25 this project?</p>	<p style="text-align: right;">73</p> <p>1 Arbitration -- Volume I</p> <p>2 diligence about Glasswall -- and when I say</p> <p>3 "you," I mean you or Monadnock -- do any</p> <p>4 diligence about Glasswall as a company and</p> <p>5 their ability to perform?</p> <p>6 A Yes.</p> <p>7 Q Tell the panel what you did.</p> <p>8 A References were checked. Some</p> <p>9 of their projects were looked at online.</p> <p>10 Glasswall had actually furnished a project</p> <p>11 for one of the partners at Hunters Point;</p> <p>12 and they came with a good recommendation.</p> <p>13 Q Did you ever make any visits to</p> <p>14 their plant?</p> <p>15 A We had sent people down to</p> <p>16 their plant. The outside consultant,</p> <p>17 Israel Berger Associates, also knew of</p> <p>18 Glasswall, didn't have anything negative to</p> <p>19 say.</p> <p>20 Q Tell us who -- who is Israel</p> <p>21 Berger, and what exactly was their role</p> <p>22 here?</p> <p>23 A They were hired by ownership of</p> <p>24 Monadnock to be the curtain wall expert so</p> <p>25 that the curtain wall would be fabricated</p>

<p style="text-align: right;">74</p> <p>1 Arbitration -- Volume I</p> <p>2 correctly for the Hunters Point project.</p> <p>3 Q And during this project, did</p> <p>4 they prepare reports?</p> <p>5 A Yes.</p> <p>6 Q And tell us. What were those</p> <p>7 reports called?</p> <p>8 A Some of them were called "plant</p> <p>9 reports." Some of them were called "field</p> <p>10 reports." So they did inspections in the</p> <p>11 factory and also in the field. The field</p> <p>12 ones would be later in the project.</p> <p>13 Q Okay. Take a look at</p> <p>14 Exhibit 2 -- sorry. This is Exhibit 3.</p> <p>15 (Previously Marked Exhibit No.</p> <p>16 3, 5/18/12 Document is introduced into</p> <p>17 the proceedings.)</p> <p>18 A Okay.</p> <p>19 Q And that is Bates stamped</p> <p>20 Monadnock 909094. This is a document dated</p> <p>21 May 18, 2012. Could you explain to the</p> <p>22 panel what this is?</p> <p>23 A This is an official invitation</p> <p>24 to bid the Hunters Point curtain wall</p> <p>25 project.</p>	<p style="text-align: right;">76</p> <p>1 Arbitration -- Volume I</p> <p>2 CHAIRMAN ROSSI: We are on</p> <p>3 Exhibit 3.</p> <p>4 Q I'm sorry. Sorry. Exhibit 4?</p> <p>5 (Previously Marked Exhibit No.</p> <p>6 4, Document is introduced into the</p> <p>7 proceedings.)</p> <p>8 Q It's Monadnock 93114.</p> <p>9 And could you just describe to</p> <p>10 the panel what this is?</p> <p>11 A This is Glasswall's official</p> <p>12 bid for one of the buildings, parcel A,</p> <p>13 specifically.</p> <p>14 Q And was there ultimately a bid</p> <p>15 for parcel B?</p> <p>16 A Yes.</p> <p>17 Q Okay. Let's go through this</p> <p>18 because we want to talk about what -- what</p> <p>19 exactly was Glasswall bidding on here. And</p> <p>20 let's just -- take a look at the first</p> <p>21 page, 9315, if you look at the number, and</p> <p>22 products -- just explain in layman's terms</p> <p>23 what are these products that you are asking</p> <p>24 for.</p> <p>25 A Well, unitized window wall</p>
<p style="text-align: right;">75</p> <p>1 Arbitration -- Volume I</p> <p>2 Q And could you just go through</p> <p>3 on the bottom some of these notes of what</p> <p>4 you were looking for in the bid?</p> <p>5 A There was exclusions in the</p> <p>6 bid, such as fins, which is a metal</p> <p>7 projection, trees, again -- excuse me.</p> <p>8 Trees were excluded. Fins were</p> <p>9 to be part of the bid.</p> <p>10 We affectionately called trees</p> <p>11 an extra piece of architectural metal work</p> <p>12 that was applied in the field afterward.</p> <p>13 Q Look at number six. What does</p> <p>14 number six say?</p> <p>15 A When we thought we needed the</p> <p>16 windows --</p> <p>17 Q Just read it -- just read it</p> <p>18 for the panel.</p> <p>19 A "Anticipated delivery needed by</p> <p>20 the beginning of March 2013."</p> <p>21 Q And this was communicated in</p> <p>22 May of 2012?</p> <p>23 A That's correct.</p> <p>24 Q Let's look at Exhibit 3 now in</p> <p>25 the book. Could you tell --</p>	<p style="text-align: right;">77</p> <p>1 Arbitration -- Volume I</p> <p>2 system is each individual curtain wall</p> <p>3 panel.</p> <p>4 Q Okay.</p> <p>5 A Unitized store front system is</p> <p>6 again an individual panel, but store front</p> <p>7 at the ground floor.</p> <p>8 In-swing casement window, which</p> <p>9 was an important component of the curtain</p> <p>10 wall system, because all apartments have to</p> <p>11 have ventilation.</p> <p>12 And store front doors,</p> <p>13 specifically, the aluminum doors, to get in</p> <p>14 and out of curtain wall systems.</p> <p>15 Q Let's take a look at the</p> <p>16 inclusions on page two.</p> <p>17 Just generally, what -- what is</p> <p>18 it that they were also including besides</p> <p>19 just what you just explained here?</p> <p>20 A Well, they were including all</p> <p>21 of the components of the window wall</p> <p>22 system, meaning the frame, the louvers, the</p> <p>23 glass, the colored glass, the slab covers,</p> <p>24 fire stopping, the complete curtain wall</p> <p>25 assembly.</p>

<p style="text-align: right;">78</p> <p>1 Arbitration -- Volume I</p> <p>2 Q Okay.</p> <p>3 MR. RENDA: Can I ask you a</p> <p>4 question?</p> <p>5 THE WITNESS: Yes.</p> <p>6 MR. RENDA: How was the curtain</p> <p>7 wall -- how was the curtain wall</p> <p>8 attached to the structure?</p> <p>9 THE WITNESS: So, glass wall</p> <p>10 shipped -- shipped out, these Halfen</p> <p>11 anchors with a shop drawing. We hand</p> <p>12 the shop drawing off to the</p> <p>13 superstructure contractor.</p> <p>14 And he installs the Halfen</p> <p>15 anchor in the exact location that</p> <p>16 needs to be installed for a curtain</p> <p>17 wall unit, after which, an iron worker</p> <p>18 then affixes a C channel over the slab</p> <p>19 edge, and bolts it to the slab edge so</p> <p>20 that the curtain wall unit now can</p> <p>21 rest on top of the C channel.</p> <p>22 So these had to be put in the</p> <p>23 exact, correct place so that each</p> <p>24 unitized window would sit on top of a</p> <p>25 C channel.</p>	<p style="text-align: right;">80</p> <p>1 Arbitration -- Volume I</p> <p>2 A Well, Shop was the architect</p> <p>3 that designed the envelope of the building,</p> <p>4 the envelope being the curtain wall system.</p> <p>5 So we needed to do a visual mock-up so the</p> <p>6 architect and the owners would be happy</p> <p>7 with what Glasswall proposed to build to</p> <p>8 take the architect's design or idea and put</p> <p>9 it into reality.</p> <p>10 Q Is a mock-up sort of like a</p> <p>11 sample?</p> <p>12 A It definitely is a sample. A</p> <p>13 visual mock-up is the sample.</p> <p>14 (Previously Marked Exhibit No.</p> <p>15 7, Document is introduced into the</p> <p>16 proceedings.)</p> <p>17 Q Let go to Exhibit 7, please. I</p> <p>18 want to take you to the second page of</p> <p>19 that, and 9764. It's an E-Mail from</p> <p>20 Mr. Bauso. You are copied on it,</p> <p>21 September 2012.</p> <p>22 And it talks about the pricing.</p> <p>23 Tell us about this E-Mail and what the</p> <p>24 pricing was from Glasswall on the two</p> <p>25 buildings.</p>
<p style="text-align: right;">79</p> <p>1 Arbitration -- Volume I</p> <p>2 MR. RENDA: Okay.</p> <p>3 MS. FODOR: Who manufactures</p> <p>4 the C channel?</p> <p>5 THE WITNESS: Glasswall</p> <p>6 manufactured the C channel.</p> <p>7 MR. KLEINHENDLER: All right.</p> <p>8 CONTINUED EXAMINATION</p> <p>9 BY MR. KLEINHENDLER:</p> <p>10 Q Let's take a look at Exhibit 6.</p> <p>11 (Previously Marked Exhibit No.</p> <p>12 6, E-Mail dated 9/18, Document is</p> <p>13 introduced into the proceedings.)</p> <p>14 Q And this is an E-Mail dated</p> <p>15 October 18th.</p> <p>16 (There was a discussion off the</p> <p>17 record.)</p> <p>18 Q This is an E-Mail dated</p> <p>19 September 18th.</p> <p>20 If you go to the bottom, it</p> <p>21 talks about "mock-up creation."</p> <p>22 Tell the panel what are -- what</p> <p>23 are these mock-ups and "from Shop," and</p> <p>24 tell us why you were even talking to</p> <p>25 Glasswall about mock-ups.</p>	<p style="text-align: right;">81</p> <p>1 Arbitration -- Volume I</p> <p>2 A This is an E-Mail confirming</p> <p>3 what the bids were from Glasswall for</p> <p>4 parcel A, of 8,700,000 and change, and</p> <p>5 parcel B, 4,800,000 and change.</p> <p>6 Q Let's go to Exhibit 8, please.</p> <p>7 (Previously Marked Exhibit No.</p> <p>8 8, E-Mail dated October 18, 2012, MC</p> <p>9 9104, Document is introduced into the</p> <p>10 proceedings.)</p> <p>11 Q Exhibit 8 is an E-Mail dated</p> <p>12 October 18, 2012, MC 9104.</p> <p>13 It's from Greg to a whole bunch</p> <p>14 of people, including Federico and you,</p> <p>15 about a Glasswall meeting.</p> <p>16 Could you describe what</p> <p>17 meetings this is referring to, and, in</p> <p>18 general, what meetings were you having now</p> <p>19 in October 2012 with Glasswall?</p> <p>20 A A critical part of a curtain</p> <p>21 wall or a window wall system is who is</p> <p>22 going to be installing it.</p> <p>23 And one of the reasons is</p> <p>24 because the manufacturer has to make the</p> <p>25 window system in such a way that it could</p>

<p style="text-align: right;">90</p> <p>1 Arbitration -- Volume I</p> <p>2 Why was that inserted? Do you</p> <p>3 know?</p> <p>4 A Time is of the essence with a</p> <p>5 curtain wall project because we have to</p> <p>6 install windows in an unbroken sequence in</p> <p>7 order to make the building weather-tight.</p> <p>8 Q Okay. Did you ever have</p> <p>9 discussions with Federico or leading up to</p> <p>10 this contract execution that they had --</p> <p>11 only had to start the windows in</p> <p>12 September 1, 2015 [sic], but they can</p> <p>13 complete it anytime they want?</p> <p>14 A No. They have to provide us</p> <p>15 with an unbroken stream of windows so that</p> <p>16 we can install the windows and</p> <p>17 weather-tight the building.</p> <p>18 CHAIRMAN ROSSI: Can I ask you</p> <p>19 something?</p> <p>20 The first date in that -- in</p> <p>21 that -- in that sentence, "production</p> <p>22 start date to be on or about</p> <p>23 April 15th," was that really kind of a</p> <p>24 deadline for you to get -- to make</p> <p>25 sure that they have everything so that</p>	<p style="text-align: right;">92</p> <p>1 Arbitration -- Volume I</p> <p>2 What was your understanding as</p> <p>3 to when the work would be "substantially</p> <p>4 completed" for parcel A?</p> <p>5 MR. CINQUE: Objection. The</p> <p>6 contract speaks for itself.</p> <p>7 CHAIRMAN ROSSI: Overruled.</p> <p>8 A Actually, we wanted Glasswall</p> <p>9 to have all of the windows manufactured and</p> <p>10 sitting in their warehouse in Florida prior</p> <p>11 to September so that we would be guaranteed</p> <p>12 an unbroken stream of windows.</p> <p>13 Q Did you ever communicate that</p> <p>14 to Glasswall?</p> <p>15 A Yes.</p> <p>16 Q Who did -- who did you</p> <p>17 communicate it to?</p> <p>18 A Federico.</p> <p>19 Q Let's go to paragraph --</p> <p>20 section 11, "Progress Payments," okay.</p> <p>21 This talks about when -- what</p> <p>22 is your understanding under this contract</p> <p>23 as to when Glasswall was entitled to</p> <p>24 payment under this contract?</p> <p>25 A Well, payment is based upon a</p>
<p style="text-align: right;">91</p> <p>1 Arbitration -- Volume I</p> <p>2 they can start on April 15th?</p> <p>3 THE WITNESS: No, that was more</p> <p>4 of a date working backwards that they</p> <p>5 said they needed approximately three</p> <p>6 or four months prior to sending</p> <p>7 windows to start fabricating them.</p> <p>8 CHAIRMAN ROSSI: Okay.</p> <p>9 THE WITNESS: That -- that was</p> <p>10 based on Glasswall and our expert,</p> <p>11 Israel Berger, saying that the curtain</p> <p>12 wall units would take four or</p> <p>13 five months to manufacture.</p> <p>14 Q Prior to executing this</p> <p>15 agreement, you talked about meeting with</p> <p>16 Glasswall.</p> <p>17 Did they ever tell you that</p> <p>18 they believed it would be a problem getting</p> <p>19 glass from AGC?</p> <p>20 A We didn't learn of a problem</p> <p>21 with glass from AGC until the summer of</p> <p>22 2013.</p> <p>23 Q Now, it says here:</p> <p>24 "The work of this contractor</p> <p>25 shall be substantially completed."</p>	<p style="text-align: right;">93</p> <p>1 Arbitration -- Volume I</p> <p>2 schedule of values that are worked out and</p> <p>3 agreed upon between contractor and</p> <p>4 fabricator. So Glasswall submitted a</p> <p>5 schedule of values, of which we approve the</p> <p>6 schedule of values first and then pay based</p> <p>7 upon that schedule of values.</p> <p>8 Q Could you turn to page -- I am</p> <p>9 working with the Bates stamp -- 14 on the</p> <p>10 bottom. Take a look at 11.7.2.</p> <p>11 Tell me why is that paragraph</p> <p>12 deleted.</p> <p>13 A Why was this deleted?</p> <p>14 Because we didn't want to pay</p> <p>15 for stored materials.</p> <p>16 Q Sorry. Let's start.</p> <p>17 What did that paragraph say and</p> <p>18 then -- clearly, it's deleted. But what --</p> <p>19 what was intended by that paragraph before</p> <p>20 it was deleted, the -- the way you</p> <p>21 understand it?</p> <p>22 CHAIRMAN ROSSI: Well, before</p> <p>23 we get here, what about this?</p> <p>24 Did you intend under this</p> <p>25 contract to pay for materials that</p>

<p style="text-align: right;">122</p> <p>1 Arbitration -- Volume I</p> <p>2 Fund and Monadnock Construction as</p> <p>3 construction manager, Document is</p> <p>4 introduced into the proceedings.)</p> <p>5 Q What is Exhibit 33? That's</p> <p>6 the --</p> <p>7 A It's a contract for parcel B.</p> <p>8 Q Between who and whom?</p> <p>9 A Between Hunters Point South</p> <p>10 Borden Housing Development Fund and</p> <p>11 Monadnock Construction as construction</p> <p>12 manager, same obligations as parcel A.</p> <p>13 Q And let's take a look -- and</p> <p>14 let's take a look at the Exhibit 34.</p> <p>15 This goes to Mr. Rossi's</p> <p>16 question.</p> <p>17 Could you identify what</p> <p>18 Exhibit 34 is?</p> <p>19 (Previously Marked Exhibit No.</p> <p>20 34, Amended Agreement dated February</p> <p>21 of 2013 of HPS, Document is introduced</p> <p>22 into the proceedings.)</p> <p>23 A This is some sort of amended</p> <p>24 agreement that's dated February of 2013.</p> <p>25 Q Of HPS?</p>	<p style="text-align: right;">124</p> <p>1 Arbitration -- Volume I</p> <p>2 A Frank Monterisi.</p> <p>3 Q And who does he work for?</p> <p>4 A The Related company.</p> <p>5 MR. RENDA: Can I ask a</p> <p>6 question.</p> <p>7 With regard to the construction</p> <p>8 management contract, were these</p> <p>9 considered "at risk" or "not at risk"?</p> <p>10 Do you understand what I am</p> <p>11 saying?</p> <p>12 THE WITNESS: Not at risk.</p> <p>13 MS. FODOR: Is the project</p> <p>14 under the CM agreement for the entire</p> <p>15 project?</p> <p>16 THE WITNESS: There's a CM</p> <p>17 agreement for each building, parcel A</p> <p>18 and parcel B.</p> <p>19 MS. FODOR: But it's for the</p> <p>20 total building?</p> <p>21 THE WITNESS: Yes.</p> <p>22 MS. FODOR: Including the</p> <p>23 glass?</p> <p>24 THE WITNESS: Yes.</p> <p>25 CHAIRMAN ROSSI: So Mr. Renda's</p>
<p style="text-align: right;">123</p> <p>1 Arbitration -- Volume I</p> <p>2 A Yes.</p> <p>3 Q Now, I just want to go to -- if</p> <p>4 you just go to page 44181. And it just</p> <p>5 identifies the percentage interest of the</p> <p>6 various members of this LLC.</p> <p>7 Who are they?</p> <p>8 MR. RENDA: Under what tab?</p> <p>9 MR. KLEINHENDLER: That's --</p> <p>10 this is tab 34. It's MC 44181.</p> <p>11 That's the page. It just tells you</p> <p>12 who -- who the owners are.</p> <p>13 Q Okay. So it's --</p> <p>14 A Related is 50 percent owner.</p> <p>15 Phipps is 25 percent owner. And Monadnock</p> <p>16 is 25 owner.</p> <p>17 CHAIRMAN ROSSI: Got it.</p> <p>18 Q And just going to page 44189,</p> <p>19 section 6.1, if you look at the bottom</p> <p>20 paragraph:</p> <p>21 "The members hereby appoint</p> <p>22 Related to serve as the manager."</p> <p>23 Who was your contact person in</p> <p>24 the ownership group in connection with the</p> <p>25 construction?</p>	<p style="text-align: right;">125</p> <p>1 Arbitration -- Volume I</p> <p>2 question, Monadnock was not at risk,</p> <p>3 you are saying, under the --</p> <p>4 THE WITNESS: Financial risk</p> <p>5 for the cost of the project, no.</p> <p>6 CHAIRMAN ROSSI: Yes, yes.</p> <p>7 MR. RENDA: Otherwise, I have</p> <p>8 to read all of these pages. It will</p> <p>9 save me some time.</p> <p>10 MS. FODOR: Right.</p> <p>11 Q Okay. Let's go to page --</p> <p>12 (There was a discussion off the</p> <p>13 record.)</p> <p>14 Q Do you recall when the parcel A</p> <p>15 foundation started?</p> <p>16 A February of 2013.</p> <p>17 Q Okay. And if somebody wanted</p> <p>18 to find that exact date, what document</p> <p>19 would they look at?</p> <p>20 A The Monadnock daily job report</p> <p>21 document.</p> <p>22 Q Okay. Let's take -- let's pull</p> <p>23 it up on the screen because it's --</p> <p>24 MR. RENDA: Just give me the</p> <p>25 date again, February what?</p>

<p style="text-align: right;">134</p> <p>1 Arbitration -- Volume I</p> <p>2 proceedings.)</p> <p>3 Q 38. And could you describe --</p> <p>4 first of all, who is Glen Koenig?</p> <p>5 A Glen was a project manager for</p> <p>6 Monadnock Construction.</p> <p>7 Q It says here he's writing to</p> <p>8 Federico and Armand.</p> <p>9 Who is Armand?</p> <p>10 A Armand was, we believe, vice</p> <p>11 president of Glasswall at that time.</p> <p>12 Q And the cc's are going to</p> <p>13 various people at your company and Related?</p> <p>14 A That's correct.</p> <p>15 Q Why -- why are you copying</p> <p>16 Related on some of these E-Mails?</p> <p>17 A Because they are part of the</p> <p>18 design team.</p> <p>19 Q Okay.</p> <p>20 "Federico and Armand, as per</p> <p>21 HPS, parcel A and parcel B visual mock-up,</p> <p>22 the design team approved the VMU."</p> <p>23 What is that?</p> <p>24 A "Visual mock-up."</p> <p>25 Q What happened here?</p>	<p style="text-align: right;">136</p> <p>1 Arbitration -- Volume I</p> <p>2 A I believe so.</p> <p>3 CHAIRMAN ROSSI: But the</p> <p>4 approval was subject to him, so they</p> <p>5 really couldn't release it at this</p> <p>6 point, right, because, if Beal went</p> <p>7 down and didn't like it, there was</p> <p>8 going to be a problem --</p> <p>9 THE WITNESS: If they didn't</p> <p>10 like the color, yes.</p> <p>11 Q Did that happen?</p> <p>12 A No, he was fine with the</p> <p>13 colors.</p> <p>14 CHAIRMAN ROSSI: But when did</p> <p>15 he go down? Do you know?</p> <p>16 THE WITNESS: Probably within a</p> <p>17 week after the memo went out.</p> <p>18 Q Well, let's look at Exhibit 46.</p> <p>19 (Previously Marked Exhibit No.</p> <p>20 46, Document is introduced into the</p> <p>21 proceedings.)</p> <p>22 Q Okay. So Glen Koenig is</p> <p>23 writing to Federico and Marco:</p> <p>24 "Please make arrangements for a</p> <p>25 senior officer and the quality control</p>
<p style="text-align: right;">135</p> <p>1 Arbitration -- Volume I</p> <p>2 A They approved the colors and</p> <p>3 metal -- paint colors, glass colors, glass.</p> <p>4 CHAIRMAN ROSSI: Is that on</p> <p>5 both projects?</p> <p>6 THE WITNESS: Yes, it was one</p> <p>7 visual mock-up for both. So half the</p> <p>8 mock-up might have been for parcel A;</p> <p>9 and the other half would be for parcel</p> <p>10 B because it's two distinct.</p> <p>11 Q All right.</p> <p>12 "Glasswall is hereby to release</p> <p>13 all glass, metal, and sealant required to</p> <p>14 fabricate the performance mock-up."</p> <p>15 What are you -- what are you</p> <p>16 telling them here?</p> <p>17 A That now they have all the</p> <p>18 answers that they can release.</p> <p>19 CHAIRMAN ROSSI: What about</p> <p>20 this final approval by somebody else?</p> <p>21 THE WITNESS: Bruce Beal from</p> <p>22 Related wanted to fly down and see it</p> <p>23 himself.</p> <p>24 Q And did that -- did that</p> <p>25 happen?</p>	<p style="text-align: right;">137</p> <p>1 Arbitration -- Volume I</p> <p>2 representative from AGC Glass and GE</p> <p>3 Momentous to be present during the mock-up.</p> <p>4 There have been issues observed on the</p> <p>5 mock-up, such as" -- "of glass such as</p> <p>6 damaged secondary sealant and roller wave</p> <p>7 distortion."</p> <p>8 What is that?</p> <p>9 A During the performance mock-up,</p> <p>10 some of the glass leaked internally, so</p> <p>11 some of the glass had a leak in it, not</p> <p>12 just the curtain wall system. And the</p> <p>13 glass visually looked distorted.</p> <p>14 Q So by this date in May, the</p> <p>15 glass -- glass wall had the right colored</p> <p>16 glass, but now there was a problem with the</p> <p>17 mock-up?</p> <p>18 A They had the right colored</p> <p>19 glass, and they needed AGC glass</p> <p>20 specifically for performance mock-up</p> <p>21 because you can't use a different glass</p> <p>22 manufacturer for the glass in the</p> <p>23 performance mock-up because that's what we</p> <p>24 were going to build the project from, is</p> <p>25 the components from the --</p>

<p style="text-align: right;">138</p> <p>1 Arbitration -- Volume I</p> <p>2 CHAIRMAN ROSSI: So the mock-up</p> <p>3 was not done with AGC?</p> <p>4 THE WITNESS: No, it was -- no,</p> <p>5 it was. Yes.</p> <p>6 CHAIRMAN ROSSI: It was. Okay.</p> <p>7 (Previously Marked Exhibit No.</p> <p>8 48, Document is introduced into the</p> <p>9 proceedings.)</p> <p>10 Q Well, let's go to Exhibit 48,</p> <p>11 please, May 30th.</p> <p>12 During the 5/18/13 meeting --</p> <p>13 this is from Glen to Federico.</p> <p>14 "During the 5/18/13 meeting</p> <p>15 held at HP's trailer with Monadnock,</p> <p>16 Related, Ecker, Glasswall, the team</p> <p>17 discussed material delivery dates. At this</p> <p>18 time Glasswall was informed that parcel A</p> <p>19 material would be required by 9/1/13 and</p> <p>20 that parcel B would be required at 9/15."</p> <p>21 So at this point, you are</p> <p>22 pushing out the dates?</p> <p>23 A Parcel B slipped a little, but</p> <p>24 not parcel A.</p> <p>25 Q And why were you pushing out</p>	<p style="text-align: right;">140</p> <p>1 Arbitration -- Volume I</p> <p>2 A He wanted to sure that the</p> <p>3 Halfen anchors, which Glasswall was</p> <p>4 supplying, were sent to the job so that</p> <p>5 they could be installed in the slab.</p> <p>6 CHAIRMAN ROSSI: Who is Glen</p> <p>7 Koenig again?</p> <p>8 THE WITNESS: Glen was a</p> <p>9 project manager.</p> <p>10 CHAIRMAN ROSSI: For you?</p> <p>11 THE WITNESS: For Monadnock.</p> <p>12 MS. FODOR: And who is Andrew?</p> <p>13 THE WITNESS: Andrew was the</p> <p>14 senior project manager at the time</p> <p>15 from Monadnock.</p> <p>16 Q If you go to the next page --</p> <p>17 CHAIRMAN ROSSI: These are all</p> <p>18 people who reported to you?</p> <p>19 THE WITNESS: Yes.</p> <p>20 Q These dates are not</p> <p>21 theoretical. They are actual schedule</p> <p>22 dates, correct?</p> <p>23 A Yes.</p> <p>24 Q Do you know why he was</p> <p>25 capitalizing "Not"?</p>
<p style="text-align: right;">139</p> <p>1 Arbitration -- Volume I</p> <p>2 the dates?</p> <p>3 A Just based upon where we were</p> <p>4 in the foundation of the project.</p> <p>5 A schedule is something that is</p> <p>6 a breathing mechanism, subject to change.</p> <p>7 Q Let's take a look at</p> <p>8 Exhibit 52.</p> <p>9 (Previously Marked Exhibit No.</p> <p>10 52, Document is introduced into the</p> <p>11 proceedings.)</p> <p>12 Q You are copied on this. And,</p> <p>13 again, Andrew Baranello is who?</p> <p>14 A He was the senior project</p> <p>15 manager on the project at the time from</p> <p>16 Monadnock Construction.</p> <p>17 CHAIRMAN ROSSI: I'm sorry.</p> <p>18 What number did you go to?</p> <p>19 MR. KLEINHENDLER: This is</p> <p>20 Exhibit 52, MC 10509.</p> <p>21 Q Why was Andrew telling Federico</p> <p>22 about the, you know, the concrete erection</p> <p>23 schedules?</p> <p>24 Why was he sending this E-Mail?</p> <p>25 Do you know?</p>	<p style="text-align: right;">141</p> <p>1 Arbitration -- Volume I</p> <p>2 A He was stressing that we are</p> <p>3 installing concrete decks on these dates.</p> <p>4 Q At this time, at this point in</p> <p>5 time, did it become apparent to you that</p> <p>6 Glasswall's manufacturing process would be</p> <p>7 delayed?</p> <p>8 A There were issues.</p> <p>9 Q Did they ever raise an issue</p> <p>10 with you at this point that they couldn't</p> <p>11 get glass from AGC?</p> <p>12 A No, not in May.</p> <p>13 Q And as you testified, your</p> <p>14 concrete infrastructure was already going</p> <p>15 up?</p> <p>16 A Correct.</p> <p>17 Q Let's go to Exhibit 54.</p> <p>18 (Previously Marked Exhibit No.</p> <p>19 54, June 3 E-Mail, Document is</p> <p>20 introduced into the proceedings.)</p> <p>21 Q This is an E-Mail June 3rd,</p> <p>22 attaching certain minutes, which will be</p> <p>23 Exhibit 55. Take a look at 55 as well.</p> <p>24 (Previously Marked Exhibit No.</p> <p>25 55, Meeting Minutes, Document is</p>

<p style="text-align: right;">142</p> <p>1 Arbitration -- Volume I</p> <p>2 introduced into the proceedings.)</p> <p>3 Q Can you describe this meeting,</p> <p>4 you know, what was happening at this</p> <p>5 meeting?</p> <p>6 A This was a meeting at the</p> <p>7 testing lab to make sure that the mock-up,</p> <p>8 the performance mock-up installation had</p> <p>9 started and was proceeding along correctly.</p> <p>10 Q Okay. And look under "thermal</p> <p>11 testing."</p> <p>12 IB -- what is -- who is IBA?</p> <p>13 A Israel Berger Associates is the</p> <p>14 curtain wall consultant for the Hunters</p> <p>15 Point project.</p> <p>16 Q Okay. And:</p> <p>17 "Thermal testing, IBA stated</p> <p>18 Glasswall didn't include installation."</p> <p>19 What does that mean?</p> <p>20 A It means that the installation</p> <p>21 wasn't part of the performance mock-up.</p> <p>22 Q Okay. And look at "glass</p> <p>23 quality."</p> <p>24 Do you see issues there with</p> <p>25 glass quality?</p>	<p style="text-align: right;">144</p> <p>1 Arbitration -- Volume I</p> <p>2 THE WITNESS: That's correct.</p> <p>3 Q Let's take a look at an exhibit</p> <p>4 that was in June, early June. Let's take a</p> <p>5 look at Exhibit 57, please.</p> <p>6 (Previously Marked Exhibit No.</p> <p>7 57, Early June E-Mail, Document is</p> <p>8 introduced into the proceedings.)</p> <p>9 Q 57.</p> <p>10 This is an E-Mail. Let's go to</p> <p>11 the bottom part of it. This is an E-Mail</p> <p>12 from you to Federico that we went through</p> <p>13 in our opening statement where you talk</p> <p>14 about pushing off the accepting of the</p> <p>15 delivery windows.</p> <p>16 Do you see that?</p> <p>17 A Yes.</p> <p>18 Q In the third paragraph.</p> <p>19 Why were you pushing off the</p> <p>20 delivery of some of these windows, or why</p> <p>21 were you pushing off the delivery on</p> <p>22 parcel A and parcel B?</p> <p>23 CHAIRMAN ROSSI: Where are you</p> <p>24 now?</p> <p>25 MR. KLEINHENDLER: I am on</p>
<p style="text-align: right;">143</p> <p>1 Arbitration -- Volume I</p> <p>2 A Yes.</p> <p>3 Q Okay. If there was --</p> <p>4 CHAIRMAN ROSSI: I thought that</p> <p>5 this was already approved, right,</p> <p>6 approved mock-up on April the 3rd,</p> <p>7 right?</p> <p>8 THE WITNESS: This is the</p> <p>9 performance mock-up; so, now, the</p> <p>10 visual mock-ups with the glass colors</p> <p>11 were approved is now -- based on the</p> <p>12 coloring and the spandrel glass -- AGC</p> <p>13 was now released to manufacture glass</p> <p>14 for the performance mock-up.</p> <p>15 (There was a discussion off the</p> <p>16 record.)</p> <p>17 CHAIRMAN ROSSI: I see.</p> <p>18 MR. RENDA: It's really like a</p> <p>19 performance test where you test the</p> <p>20 performance?</p> <p>21 THE WITNESS: Correct.</p> <p>22 CHAIRMAN ROSSI: Okay.</p> <p>23 So this is really when they are</p> <p>24 testing to see if these things are</p> <p>25 really going to work, right?</p>	<p style="text-align: right;">145</p> <p>1 Arbitration -- Volume I</p> <p>2 Exhibit 57, the bottom half of it,</p> <p>3 which is Paul's E-Mail to Federico.</p> <p>4 CHAIRMAN ROSSI: Okay.</p> <p>5 Q Okay. So you talk about a</p> <p>6 conversation you had on June 11th, and then</p> <p>7 you talked about moving the dates.</p> <p>8 Tell us to the best that you</p> <p>9 can recall the conversation with Federico</p> <p>10 that you refer to here on June 11th?</p> <p>11 A Well, it started previous to</p> <p>12 June 11th.</p> <p>13 Q Tell us the story.</p> <p>14 A All right. June -- the end of</p> <p>15 June when the performance mock-up --</p> <p>16 Q It was May.</p> <p>17 A May, excuse me, the end of May</p> <p>18 when the performance mock-up testing was</p> <p>19 underway and experiencing some problems,</p> <p>20 Federico informed us at one of the tests</p> <p>21 down in Florida that they were going to</p> <p>22 have trouble meeting our production</p> <p>23 requirements.</p> <p>24 So we went back, visited with</p> <p>25 other members of the Monadnock team, went</p>

<p style="text-align: right;">150</p> <p>1 Arbitration -- Volume I</p> <p>2 right. So then -- so what I'm asking</p> <p>3 then, I guess, is:</p> <p>4 When you wrote on June 12th and</p> <p>5 you said 9/16, that wasn't -- that</p> <p>6 was -- I mean, you are not even sure</p> <p>7 if they can make it on 9/16; but that</p> <p>8 was -- you couldn't really accept them</p> <p>9 before that -- or could you have</p> <p>10 accepted them?</p> <p>11 THE WITNESS: No, no, we could</p> <p>12 have accepted them. As I said</p> <p>13 earlier, we were making preparations</p> <p>14 to store them in New York if need be.</p> <p>15 CHAIRMAN ROSSI: Okay. All</p> <p>16 right.</p> <p>17 Q Okay. Let's take a look at 68.</p> <p>18 (Previously Marked Exhibit No.</p> <p>19 68, E-Mail chain, Document is</p> <p>20 introduced into the proceedings.)</p> <p>21 Q This is another E-Mail between</p> <p>22 you and Federico. And you are referring</p> <p>23 here to a -- you were told by Chad, your</p> <p>24 PM.</p> <p>25 Who is Chad?</p>	<p style="text-align: right;">152</p> <p>1 Arbitration -- Volume I</p> <p>2 there -- I was down there myself. And we</p> <p>3 would -- scheduling was of the utmost</p> <p>4 importance when it came to curtain walls.</p> <p>5 If we didn't know where the</p> <p>6 windows were, we couldn't build the project</p> <p>7 correctly. So we were talking about</p> <p>8 windows everyday with Glasswall.</p> <p>9 Q Okay. And at this point, even</p> <p>10 in July, were they telling you, "We can't</p> <p>11 get the glass"?</p> <p>12 A They started to inform us, not</p> <p>13 in July, but there were issues with the</p> <p>14 glass.</p> <p>15 Q Okay. But I am saying:</p> <p>16 Do you recall in July -- do you</p> <p>17 recall them telling you, "We have got a</p> <p>18 problem getting glass"?</p> <p>19 A They didn't say they had a</p> <p>20 problem getting glass for the Hunters Point</p> <p>21 project in July. They had problems with</p> <p>22 the glass.</p> <p>23 Q Okay. All right. We are going</p> <p>24 now to talk about AGC now.</p> <p>25 A Okay.</p>
<p style="text-align: right;">151</p> <p>1 Arbitration -- Volume I</p> <p>2 A Chad was hired by or assigned</p> <p>3 by the owner of Glasswall to assist</p> <p>4 Federico because Armand was no longer at</p> <p>5 Glasswall.</p> <p>6 Q Okay. And you are telling</p> <p>7 Federico:</p> <p>8 "I hear you can't even make</p> <p>9 these new dates of 9/15 and 10/1. I am</p> <p>10 sure you can imagine how upset I am about</p> <p>11 this. You need to call me back, so we can</p> <p>12 set up a meeting."</p> <p>13 And at the end:</p> <p>14 "Prior to that meeting, I would</p> <p>15 like from Glasswall firm commitments with</p> <p>16 new delivery dates."</p> <p>17 CHAIRMAN ROSSI: What exhibit</p> <p>18 is that now?</p> <p>19 MR. KLEINHENDLER: This is</p> <p>20 Exhibit 68.</p> <p>21 Q So tell me about your</p> <p>22 discussions now with Federico in July.</p> <p>23 A Continued discussions with</p> <p>24 Federico that, you know, not only did we</p> <p>25 have people in the factory, we were down</p>	<p style="text-align: right;">153</p> <p>1 Arbitration -- Volume I</p> <p>2 MR. KLEINHENDLER: Just by the</p> <p>3 way, just when do you guys want to</p> <p>4 break for lunch today?</p> <p>5 CHAIRMAN ROSSI: What is it,</p> <p>6 12:15 now?</p> <p>7 (There was a discussion off the</p> <p>8 record.)</p> <p>9 CONTINUED EXAMINATION</p> <p>10 BY MR. KLEINHENDLER:</p> <p>11 Q Let's take a look at</p> <p>12 Exhibit 58, please.</p> <p>13 A 58.</p> <p>14 (Previously Marked Exhibit No.</p> <p>15 58, 7/1/13 E-Mail chain, Document is</p> <p>16 introduced into the proceedings.)</p> <p>17 Q And this is July 1, 2013. Greg</p> <p>18 is writing to Federico. And they are</p> <p>19 talking about the heat soaking issue.</p> <p>20 So explain to the panel what</p> <p>21 this heat stoking issue is Greg is</p> <p>22 referring to on July 1st?</p> <p>23 A It's a process.</p> <p>24 Q What was the problem? What was</p> <p>25 the problem?</p>

<p style="text-align: right;">226</p> <p>1 Arbitration -- Volume I</p> <p>2 work, what good is it?</p> <p>3 CHAIRMAN ROSSI: Right, but I</p> <p>4 don't -- I don't understand. I</p> <p>5 thought you were way beyond shop</p> <p>6 drawings at this point. They're</p> <p>7 making windows, right?</p> <p>8 THE WITNESS: These were</p> <p>9 changes in the -- because of failures</p> <p>10 in the window system.</p> <p>11 MS. FODOR: To the architect's</p> <p>12 design?</p> <p>13 THE WITNESS: No, the</p> <p>14 engineer -- Glasswall's engineers had</p> <p>15 to make these changes.</p> <p>16 MS. FODOR: Design-buils, so</p> <p>17 they were building and manufacturing.</p> <p>18 THE WITNESS: Yes, because of</p> <p>19 the fact we were behind.</p> <p>20 MS. FODOR: So there was no</p> <p>21 independent review of the shop</p> <p>22 drawings by anybody? It was whatever</p> <p>23 they had as shop drawings is what was</p> <p>24 built?</p> <p>25 THE WITNESS: That's what was</p>	<p style="text-align: right;">228</p> <p>1 Arbitration -- Volume I</p> <p>2 Q Now, attached to this letter is</p> <p>3 a very detailed -- what we call a summary</p> <p>4 that Mr. Bauso forwarded -- you have to</p> <p>5 turn that around.</p> <p>6 A Yes, these are the IBA reports.</p> <p>7 Q Now, you have to explain to</p> <p>8 them because, if you look at the top, these</p> <p>9 are summaries of those reports.</p> <p>10 A Um-hum.</p> <p>11 Q And so explain to them first</p> <p>12 what the reports are and then what the</p> <p>13 summaries show?</p> <p>14 A These are deficiency logs. So</p> <p>15 you --</p> <p>16 CHAIRMAN ROSSI: We are still</p> <p>17 on C 123, right?</p> <p>18 MR. KLEINHENDLER: Yes, yes,</p> <p>19 this is an attachment to that letter.</p> <p>20 CHAIRMAN ROSSI: Yeah.</p> <p>21 A And so these are deficiency</p> <p>22 logs on all of the things that Israel</p> <p>23 Berger was finding wrong with the windows</p> <p>24 being manufactured at Glasswall in the</p> <p>25 month of October.</p>
<p style="text-align: right;">227</p> <p>1 Arbitration -- Volume I</p> <p>2 going to be built. And they weren't</p> <p>3 even sharing that information with us</p> <p>4 so that we could cooperate and verify</p> <p>5 that this will work or, no, do</p> <p>6 something different.</p> <p>7 CONTINUED EXAMINATION</p> <p>8 BY MR. KLEINHENDLER:</p> <p>9 Q And were they required to</p> <p>10 provide the shop drawings to you under the</p> <p>11 contracts?</p> <p>12 A Yes, it's a common part of</p> <p>13 construction.</p> <p>14 Q Just explain it to them. What</p> <p>15 is the common, you know, sequence of</p> <p>16 events?</p> <p>17 A Architects design it.</p> <p>18 Engineers engineer it. Contractors build</p> <p>19 it.</p> <p>20 Contractors build it based upon</p> <p>21 a set of drawings that -- of their</p> <p>22 understanding on how they want to build it.</p> <p>23 Q And whose obligation was it to</p> <p>24 prepare these drawings?</p> <p>25 A Glasswall's.</p>	<p style="text-align: right;">229</p> <p>1 Arbitration -- Volume I</p> <p>2 Q So you were documenting in</p> <p>3 excruciating detail what this independent</p> <p>4 consultant was telling you?</p> <p>5 A Well, this is their</p> <p>6 documentation.</p> <p>7 Q Right.</p> <p>8 A Yes. Israel Berger was hired</p> <p>9 to spend time in the factory, quality</p> <p>10 control, and to make sure that the curtain</p> <p>11 wall system was being built to the</p> <p>12 specifications they originally wrote.</p> <p>13 Q And is it correct that certain</p> <p>14 aspects of the performance did not past</p> <p>15 testing?</p> <p>16 A Certain aspects of the window</p> <p>17 didn't pass testing back in May, end of</p> <p>18 June -- excuse me -- end of May, early</p> <p>19 June.</p> <p>20 Q Okay. And what are these</p> <p>21 IBA --</p> <p>22 A These here are deficiencies</p> <p>23 that they noted during the production, some</p> <p>24 of which were discovered during the</p> <p>25 performance mock-up.</p>

<p style="text-align: right;">238</p> <p>1 Arbitration -- Volume I</p> <p>2 that "previous" meant that all the</p> <p>3 "previous"es were paid up to this</p> <p>4 point?</p> <p>5 THE WITNESS: Correct.</p> <p>6 MR. RENDA: Okay.</p> <p>7 A So, I mean, we have the option</p> <p>8 of paying retainage or not, even if it's in</p> <p>9 the contract. If you are a good employee</p> <p>10 or a good fabricator, and we need to feed</p> <p>11 you, pay you money, so that we are going to</p> <p>12 get our project in a timely fashion, it</p> <p>13 would be our choice if we were going to</p> <p>14 release retainage or no.</p> <p>15 CHAIRMAN ROSSI: But if the</p> <p>16 contract had -- didn't provide for</p> <p>17 retainage, then you couldn't hold back</p> <p>18 retainage, correct?</p> <p>19 THE WITNESS: I believe the</p> <p>20 contract did.</p> <p>21 CHAIRMAN ROSSI: Well, I am</p> <p>22 just asking.</p> <p>23 THE WITNESS: Well, that would</p> <p>24 be true. Yes, sir.</p> <p>25 CHAIRMAN ROSSI: That's what he</p>	<p style="text-align: right;">240</p> <p>1 Arbitration -- Volume I</p> <p>2 the --</p> <p>3 A Over \$3 million on both.</p> <p>4 Q Had a single window been</p> <p>5 delivered?</p> <p>6 A No, it was close to a concern</p> <p>7 on our end.</p> <p>8 Q Let's take a look when -- all</p> <p>9 right.</p> <p>10 By the end of December, was the</p> <p>11 parcel A superstructure completed?</p> <p>12 A Yes.</p> <p>13 Q Let's take a look at</p> <p>14 Exhibit 231.</p> <p>15 (Previously Marked Exhibit No.</p> <p>16 231, Document is introduced into the</p> <p>17 proceedings.)</p> <p>18 A Exhibit 231?</p> <p>19 Q Yes.</p> <p>20 A That's not in this book.</p> <p>21 Q No, we are going to put it on</p> <p>22 the screen, page 4714, Document 472.</p> <p>23 CHAIRMAN ROSSI: So let me just</p> <p>24 ask you -- I'm sorry -- before we get</p> <p>25 off that.</p>
<p style="text-align: right;">239</p> <p>1 Arbitration -- Volume I</p> <p>2 said. I don't know. I haven't looked</p> <p>3 at it yet, but --</p> <p>4 Q If you go down to their -- the</p> <p>5 requisition for parcel B, if you turn the</p> <p>6 page, is there a requisition for parcel A?</p> <p>7 Is there a requisition for</p> <p>8 parcel A, or is that just B?</p> <p>9 A This is just B.</p> <p>10 Q Okay. Just back up to</p> <p>11 Exhibit 120, please.</p> <p>12 A Okay.</p> <p>13 (Previously Marked Exhibit No.</p> <p>14 120, 11/30/13 Requisition Ten for</p> <p>15 Hunters Point parcel A, Document is</p> <p>16 introduced into the proceedings.)</p> <p>17 A This is requisition ten for</p> <p>18 Hunters Point, parcel A.</p> <p>19 Q Okay.</p> <p>20 A Dated November 30, 2013.</p> <p>21 Q And how much had been paid to</p> <p>22 date on that?</p> <p>23 A \$2,280,000.</p> <p>24 Q Okay. So between these two</p> <p>25 contracts, you paid two on one, and one on</p>	<p style="text-align: right;">241</p> <p>1 Arbitration -- Volume I</p> <p>2 So what you are testifying to,</p> <p>3 is you are getting a little concerned</p> <p>4 because on parcel A you paid almost</p> <p>5 \$3 million, right?</p> <p>6 THE WITNESS: Between the</p> <p>7 two -- between the two buildings,</p> <p>8 almost 3 million, over \$3 million.</p> <p>9 CHAIRMAN ROSSI: Right, I mean,</p> <p>10 you don't see any windows, right?</p> <p>11 THE WITNESS: That's correct,</p> <p>12 and although windows --</p> <p>13 CHAIRMAN ROSSI: You know they</p> <p>14 are being fabricated.</p> <p>15 THE WITNESS: They are being</p> <p>16 fabricated, but they -- we don't know</p> <p>17 if they work --</p> <p>18 CHAIRMAN ROSSI: Right.</p> <p>19 THE WITNESS: If they have been</p> <p>20 crated correctly, if the quality</p> <p>21 issues have been rectified. At some</p> <p>22 point in time, enough is enough.</p> <p>23 "You made windows fantastic,</p> <p>24 but we can't use them; we can't</p> <p>25 install them without the subsequent</p>

<p style="text-align: right;">242</p> <p>1 Arbitration -- Volume I</p> <p>2 information."</p> <p>3 CONTINUED EXAMINATION</p> <p>4 BY MR. KLEINHENDLER:</p> <p>5 Q Okay. Let's take a look at --</p> <p>6 before we go to that, let's take a look at</p> <p>7 Exhibit 126.</p> <p>8 (Previously Marked Exhibit No.</p> <p>9 126, 12/6 E-Mail chain, Document is</p> <p>10 introduced into the proceedings.)</p> <p>11 A Okay.</p> <p>12 Q December 6th E-Mail. And Glen</p> <p>13 is writing to Chad, and it says here:</p> <p>14 "Monadnock is in receipt of</p> <p>15 your application ten for the month of</p> <p>16 November," right.</p> <p>17 So we got your -- basically, a</p> <p>18 request for a check, right -- he's</p> <p>19 saying -- which we just looked at. And</p> <p>20 he's saying:</p> <p>21 "Glasswall neglected to comply</p> <p>22 and added their own assessed values to the</p> <p>23 requisition" --</p> <p>24 A Um-hum.</p> <p>25 Q -- "which deviate from</p>	<p style="text-align: right;">244</p> <p>1 Arbitration -- Volume I</p> <p>2 Q Okay. The value indicated in</p> <p>3 items 30 through 37 should represent zero.</p> <p>4 No panel deliveries were sent to Hunters</p> <p>5 Point."</p> <p>6 What does he mean by that?</p> <p>7 A It means you are not allowed to</p> <p>8 build for windows in New York because there</p> <p>9 are no windows in New York.</p> <p>10 Q "Additional, Glasswall didn't</p> <p>11 revise their requisition, stored material</p> <p>12 value for the month of October. So your</p> <p>13 requisition is being denied. The reasons</p> <p>14 are as follows."</p> <p>15 Okay.</p> <p>16 "Contract language, section 11,</p> <p>17 allowing payment for stored materials has</p> <p>18 been stricken."</p> <p>19 Now, if you recall -- I want to</p> <p>20 go back and remind the panel.</p> <p>21 Let's go back to exhibit --</p> <p>22 what exhibit is the first contract?</p> <p>23 MS. WEINSTEIN: It's 14.</p> <p>24 Q Go to Exhibit 14.</p> <p>25 MR. KLEINHENDLER: Just put it</p>
<p style="text-align: right;">243</p> <p>1 Arbitration -- Volume I</p> <p>2 Monadnock's previous comments."</p> <p>3 What is he saying there?</p> <p>4 A Well, Glen was the project</p> <p>5 manager in charge of Glasswall, so he's --</p> <p>6 his first responsibility with the</p> <p>7 requisition is to review it and make</p> <p>8 sure --</p> <p>9 CHAIRMAN ROSSI: That the</p> <p>10 percentage completed is correct and</p> <p>11 accurate.</p> <p>12 THE WITNESS: Exactly.</p> <p>13 A SOL Glen is writing back that:</p> <p>14 "Okay. Glasswall, you put a</p> <p>15 bunch of stuff on the requisition and sent</p> <p>16 it to us, but we are not in agreement with</p> <p>17 this."</p> <p>18 It's common. Sometimes it's</p> <p>19 amicable. Sometimes it's hostile.</p> <p>20 Q Let's go down to:</p> <p>21 "The value indicated in line</p> <p>22 items 30 through 37, column B should</p> <p>23 represent zero as there wasn't a value</p> <p>24 billed in the previous requisition."</p> <p>25 A Maybe an honest mistake, maybe.</p>	<p style="text-align: right;">245</p> <p>1 Arbitration -- Volume I</p> <p>2 up on the board, Jocelyn. Exhibit</p> <p>3 14 --</p> <p>4 CHAIRMAN ROSSI: Where the</p> <p>5 paragraph is crossed out.</p> <p>6 MR. KLEINHENDLER: Yes. And</p> <p>7 that's what I want to remind you, that</p> <p>8 that paragraph, talking about payment</p> <p>9 for stored panels, was stricken.</p> <p>10 And that's what he's saying</p> <p>11 here.</p> <p>12 CHAIRMAN ROSSI: Okay. Let's</p> <p>13 not argue. I thought you said you</p> <p>14 would have paid any delivered, right?</p> <p>15 THE WITNESS: Yes, we would</p> <p>16 have. It was a gentlemen's agreement</p> <p>17 that:</p> <p>18 "If you are making windows that</p> <p>19 we are going to accept and we're</p> <p>20 comfortable with them, we will take</p> <p>21 them."</p> <p>22 But there comes a point in</p> <p>23 time, also, where you can't just tell</p> <p>24 me:</p> <p>25 "I made the windows. Pay me."</p>

<p style="text-align: right;">294</p> <p>1 Arbitration -- Volume I</p> <p>2 Q Whose handwriting is on this?</p> <p>3 A That's mine.</p> <p>4 Q Okay.</p> <p>5 A It works better in color, so --</p> <p>6 well, it's in color up on the screen.</p> <p>7 Q Color up there. Okay. Let's</p> <p>8 go to Exhibit 151. We will take a look at</p> <p>9 the letter here from Monadnock to</p> <p>10 Mr. Anderson.</p> <p>11 Does this explain what the</p> <p>12 circumstances are here, Exhibit 151?</p> <p>13 (Previously Marked Exhibit No.</p> <p>14 151, Letter from Monadnock to Mr.</p> <p>15 Anderson, Document is introduced into</p> <p>16 the proceedings.)</p> <p>17 A Well, it's getting towards the</p> <p>18 end of the job where there's a couple of</p> <p>19 floors left to be delivered and also what</p> <p>20 we call the hoist department.</p> <p>21 So high-rise buildings are</p> <p>22 built with outside elevators, and the hoist</p> <p>23 is put up in a certain location. And the</p> <p>24 curtain wall units that need to be</p> <p>25 fabricated --</p>	<p style="text-align: right;">296</p> <p>1 Arbitration -- Volume I</p> <p>2 THE WITNESS: No, we had the</p> <p>3 remaining top floors in both buildings</p> <p>4 and the hoist departments.</p> <p>5 Q We have that document now.</p> <p>6 We wanted to just point out</p> <p>7 again when -- when the window installation</p> <p>8 started in parcel B. And we have -- let me</p> <p>9 just identify it. It's Exhibit 232, Bates</p> <p>10 stamp MC 41753.</p> <p>11 And could you identify for the</p> <p>12 panel --</p> <p>13 A Window -- eight men, delivery</p> <p>14 and installing the windows.</p> <p>15 Q Okay. And if you could just go</p> <p>16 to the top and show the panel what date it</p> <p>17 is.</p> <p>18 A 4/28.</p> <p>19 (There was a discussion off the</p> <p>20 record.)</p> <p>21 Q 2014?</p> <p>22 A Correct.</p> <p>23 Q All right. Let's go to</p> <p>24 Exhibit 153.</p> <p>25 (Previously Marked Exhibit No.</p>
<p style="text-align: right;">295</p> <p>1 Arbitration -- Volume I</p> <p>2 CHAIRMAN ROSSI: Leave it to</p> <p>3 the end, right.</p> <p>4 THE WITNESS: -- leave it to</p> <p>5 the end. Yeah.</p> <p>6 CHAIRMAN ROSSI: All right.</p> <p>7 Could we just read this letter for a</p> <p>8 second.</p> <p>9 THE WITNESS: Sure.</p> <p>10 A So it's October of 2014. We</p> <p>11 have run out of windows to install because</p> <p>12 the balance of the windows are not on-site.</p> <p>13 And Glasswall demands final payment in</p> <p>14 accordance with the agreement, their</p> <p>15 interpretation of the agreement.</p> <p>16 So they wouldn't ship windows</p> <p>17 until a check was cut in full for all of</p> <p>18 the windows left still in Florida.</p> <p>19 Q All right.</p> <p>20 A Installation had come to a</p> <p>21 halt.</p> <p>22 Q Okay.</p> <p>23 CHAIRMAN ROSSI: All you have</p> <p>24 left at this point is the -- is the</p> <p>25 hoist line?</p>	<p style="text-align: right;">297</p> <p>1 Arbitration -- Volume I</p> <p>2 153, Money Wire Document is introduced</p> <p>3 into the proceedings.)</p> <p>4 Q Could you describe what that is</p> <p>5 for the panel?</p> <p>6 CHAIRMAN ROSSI: Let us take a</p> <p>7 look at it. What number is it?</p> <p>8 THE WITNESS: 153.</p> <p>9 A This is 154. Is that what you</p> <p>10 want me to look at? Is that 153?</p> <p>11 Q Let's do 153, sorry, 153.</p> <p>12 A It's the wiring of the money</p> <p>13 that Glasswall demanded.</p> <p>14 Q So you ultimately just gave in</p> <p>15 and wired the money?</p> <p>16 A Sure, we needed the rest of the</p> <p>17 windows. What were we -- going to go back</p> <p>18 to 2013?</p> <p>19 Q Okay.</p> <p>20 CHAIRMAN ROSSI: Is that what</p> <p>21 was left, a million 2? Is that what</p> <p>22 you sent them?</p> <p>23 THE WITNESS: That's correct.</p> <p>24 Q Let's take a look -- I think</p> <p>25 the next exhibit is the balance. Take a</p>

<p style="text-align: right;">418</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2           THE WITNESS: -- to maintain</p> <p>3       the electrical systems, maintain the</p> <p>4       outside elevators. The union shop</p> <p>5       steward was still there.</p> <p>6           So we tried to continue to</p> <p>7       work, putting the switch gear room</p> <p>8       together, which was a watertight room,</p> <p>9       doing whatever internal feeding --</p> <p>10       feeder work that we could do without</p> <p>11       thinking we were going to incur damage</p> <p>12       because of --</p> <p>13           CHAIRMAN ROSSI: All right. So</p> <p>14       I -- so I understand.</p> <p>15           So what you are saying is that</p> <p>16       you kind of like -- you don't</p> <p>17       moth-ball, as you said. Yet, you</p> <p>18       could do some work. But any type of</p> <p>19       work you had, you had to have some</p> <p>20       electricians. And I'm assuming you</p> <p>21       have temporary lighting on the --</p> <p>22           THE WITNESS: You had temporary</p> <p>23       lighting, correct.</p> <p>24           CHAIRMAN ROSSI: Right, hoist</p> <p>25       had to go --</p>	<p style="text-align: right;">420</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       And I am going to ask you about this</p> <p>3       one since we have it open.</p> <p>4           Like, on 13876, which is the</p> <p>5       final lien waiver --</p> <p>6           THE WITNESS: Okay.</p> <p>7           CHAIRMAN ROSSI: You have total</p> <p>8       revised contract of 6,000,323. But</p> <p>9       that -- that -- that -- that includes</p> <p>10       a lot of other stuff, right?</p> <p>11           THE WITNESS: That's correct.</p> <p>12           CHAIRMAN ROSSI: I am assuming</p> <p>13       they had a lot of change orders.</p> <p>14           THE WITNESS: That's correct.</p> <p>15           CHAIRMAN ROSSI: Yeah. Okay.</p> <p>16       I'm sorry. The total change</p> <p>17       order was 644 right, okay. And this</p> <p>18       represents -- I don't know.</p> <p>19           THE WITNESS: \$235,000 of it.</p> <p>20           CHAIRMAN ROSSI: So there were</p> <p>21       other change orders.</p> <p>22           THE WITNESS: There were</p> <p>23       definitely other change orders.</p> <p>24       (There was a discussion off the</p> <p>25       record.)</p>
<p style="text-align: right;">419</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2           THE WITNESS: The hoist had to</p> <p>3       be on 24/7 for the fire department</p> <p>4       use.</p> <p>5           CHAIRMAN ROSSI: Okay. All</p> <p>6       right. I got you. Thank you.</p> <p>7           THE WITNESS: Okay.</p> <p>8       Q   Now, we are up to --</p> <p>9       A   55.</p> <p>10       Q   Which is tab 53 here, okay.</p> <p>11       A   55 is the change order amount</p> <p>12       of \$235,000 to Spiel and Recca Electric.</p> <p>13       They are the parcel B electrical</p> <p>14       contractor. And that's page number 13870.</p> <p>15       And this is for the same items that we just</p> <p>16       discussed in parcel A.</p> <p>17       Q   Do we have the --</p> <p>18       A   I am on line item 56.</p> <p>19       Q   Before that -- just getting</p> <p>20       to --</p> <p>21       A   You want to know --</p> <p>22       (There was a discussion off the</p> <p>23       record.)</p> <p>24           CHAIRMAN ROSSI: Can I just ask</p> <p>25       you one other question? I'm sorry.</p>	<p style="text-align: right;">421</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       CONTINUED EXAMINATION</p> <p>3       BY MR. KLEINHENDLER:</p> <p>4       Q   And this was a negotiated sum?</p> <p>5       A   This was a negotiated --</p> <p>6       (There was a discussion off the</p> <p>7       record. Multiple people were speaking</p> <p>8       at the same time.)</p> <p>9       Q   This was a negotiated sum?</p> <p>10       Yes?</p> <p>11       A   Yes.</p> <p>12       Q   All right. We are up to 56,</p> <p>13       which is tab 54.</p> <p>14       A   56 is the plumbing contractor</p> <p>15       for parcel A, their labor and material</p> <p>16       escalation, the Paramount Plumbing, page</p> <p>17       number 13878, amount of \$400,000, again,</p> <p>18       for labor and material escalation costs to</p> <p>19       the plumbing contractor on the job --</p> <p>20       copper pipe, wage increase, men on the job</p> <p>21       this size -- temporary water had to be</p> <p>22       maintained.</p> <p>23           CHAIRMAN ROSSI: And was --</p> <p>24       these contracts with the -- with the</p> <p>25       electrician, the carpenter, now, the</p>

<p style="text-align: right;">574</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       default?</p> <p>3       A    No, you asked me if we ever</p> <p>4       gave John Anderson the opportunity. And my</p> <p>5       reply was yes.</p> <p>6       Whether or not it was after the</p> <p>7       notice of default or before, does that not</p> <p>8       make a difference?</p> <p>9       Q    After the notice of default,</p> <p>10      did you personally give John --</p> <p>11      A    I don't believe I spoke to John</p> <p>12      Anderson after the notice of default.</p> <p>13      Q    Isn't it true that, after the</p> <p>14      notice of default, Glasswall was basically</p> <p>15      told, "Take a hike"?</p> <p>16      A    I don't believe Glasswall</p> <p>17      existed in March of 2015.</p> <p>18      Q    When -- withdrawn. How do you</p> <p>19      know that?</p> <p>20      A    When calling for the missing</p> <p>21      hoist run window, we got nowhere with</p> <p>22      calling. Nobody answered the phone. The</p> <p>23      contacts that we had dealt with named Ron,</p> <p>24      who was in charge of shipping, he was no</p> <p>25      longer there. Marco --</p>	<p style="text-align: right;">576</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       "Hey, it's in the hands of the</p> <p>3       lawyers now"?</p> <p>4       A    No, I don't disbelieve the</p> <p>5       E-Mail.</p> <p>6       Q    Let's go back to the notice of</p> <p>7       default, a couple of pages in.</p> <p>8       There were prior notices of</p> <p>9       default; weren't there?</p> <p>10      A    Yes.</p> <p>11      Q    And didn't those all have</p> <p>12      attached like 50 pages from Israel Berger</p> <p>13      saying what deficiencies existed?</p> <p>14      A    I don't know if all of them</p> <p>15      did, but there were deficiencies attached</p> <p>16      to those notices of defaults, yes.</p> <p>17      Q    Were there deficiencies</p> <p>18      attached to this notice of default?</p> <p>19      A    There was a list of</p> <p>20      deficiencies.</p> <p>21      Q    Did Israel Berger provide a</p> <p>22      list so you could send it to Glasswall like</p> <p>23      you did with the other notice?</p> <p>24      A    No, there is a reference to --</p> <p>25      (There was a discussion off the</p>
<p style="text-align: right;">575</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       Q    What about John Anderson? You</p> <p>3       had John Anderson's E-Mail. You had his</p> <p>4       E-Mail address. You couldn't contact him</p> <p>5       by E-Mail?</p> <p>6       CHAIRMAN ROSSI: Hold on a</p> <p>7       second. You asked, how does he know</p> <p>8       that Glasswall was no longer around.</p> <p>9       So he's answering that question.</p> <p>10      Okay.</p> <p>11      Had you finished your answer?</p> <p>12      You called up and nobody responded,</p> <p>13      basically?</p> <p>14      THE WITNESS: Exactly.</p> <p>15      CHAIRMAN ROSSI: Okay. So go</p> <p>16      ahead now.</p> <p>17      Q    Okay. Isn't it true that,</p> <p>18      after you sent the notice of default in</p> <p>19      March of 2015, that Glasswall was not given</p> <p>20      an opportunity to come in and take care of</p> <p>21      the 30 items in your notice of default?</p> <p>22      A    I don't know if they were or</p> <p>23      weren't after March.</p> <p>24      Q    Do you disbelieve that</p> <p>25      Mr. Bauso told them:</p>	<p style="text-align: right;">577</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       record.)</p> <p>3       A    There's references in this</p> <p>4       default to:</p> <p>5       "... IBA items that were still</p> <p>6       open, such as casements noted with</p> <p>7       deficiencies not limited to structural" --</p> <p>8       CHAIRMAN ROSSI: You have got</p> <p>9       to slow down when you are reading.</p> <p>10      A    "... not limited to structural</p> <p>11      glazing, leak repairs, gasket repairs, and</p> <p>12      casement edged delineation repairs" --</p> <p>13      (There was a discussion off the</p> <p>14      record.)</p> <p>15      A    I'm sorry. Should I start</p> <p>16      over.</p> <p>17      "All casements with noted IBA</p> <p>18      deficiencies, including but not limited to</p> <p>19      structural glazing, leak repairs, gasket</p> <p>20      repairs, and casement edged delineation</p> <p>21      repairs must be corrected."</p> <p>22      That is item four. If we look</p> <p>23      and see --</p> <p>24      Q    I believe my question -- not to</p> <p>25      interrupt you -- was did Mr. -- did you</p>

<p style="text-align: right;">578</p> <p>1 Monadnock v. Glasswall, Volume II</p> <p>2 accompany this with any report from Berger,</p> <p>3 independent report?</p> <p>4 CHAIRMAN ROSSI: No, no, he</p> <p>5 said no, but that Berger reports are</p> <p>6 referenced in there, correct?</p> <p>7 THE WITNESS: Correct.</p> <p>8 CHAIRMAN ROSSI: All right.</p> <p>9 That's your answer.</p> <p>10 Q Okay. When did Glasswall</p> <p>11 deliver the final shipment?</p> <p>12 A Of curtain wall?</p> <p>13 Q Yes.</p> <p>14 A We have to go back and see when</p> <p>15 the missing single hoist run window was</p> <p>16 delivered to the project.</p> <p>17 Q Put aside the one window.</p> <p>18 Okay. There were 9,300</p> <p>19 windows, correct?</p> <p>20 When did it produce -- when did</p> <p>21 it deliver 9,000 of them?</p> <p>22 A In 2014.</p> <p>23 Q Okay. Why did you wait three</p> <p>24 months to write a notice of default?</p> <p>25 A You would have to ask the</p>	<p style="text-align: right;">580</p> <p>1 Monadnock v. Glasswall, Volume II</p> <p>2 CHAIRMAN ROSSI: Okay. All</p> <p>3 right. So sorry. Go ahead.</p> <p>4 MR. CINQUE: That's all right.</p> <p>5 Q Do you know, sitting here</p> <p>6 today, when the last glass was delivered</p> <p>7 except for that one unit?</p> <p>8 A In 2014.</p> <p>9 Q Okay. And when were they</p> <p>10 required to be delivered by, under the</p> <p>11 contract?</p> <p>12 A Six to nine months after the</p> <p>13 start of deliveries in 2013.</p> <p>14 Q Wasn't there an amendment?</p> <p>15 Wasn't there an amendment?</p> <p>16 A Amendment, there was a work-out</p> <p>17 deal executed in March of 2014.</p> <p>18 Q Didn't that have a new</p> <p>19 schedule?</p> <p>20 A It had recovery schedules</p> <p>21 attached to it.</p> <p>22 Q Didn't it give a completion</p> <p>23 date in that document?</p> <p>24 A I don't know.</p> <p>25 Q Okay. Let's look at it.</p>
<p style="text-align: right;">579</p> <p>1 Monadnock v. Glasswall, Volume II</p> <p>2 person who wrote that.</p> <p>3 Q Okay. I mean, after they</p> <p>4 delivered the 9,000 units -- 9 -- what --</p> <p>5 withdrawn.</p> <p>6 CHAIRMAN ROSSI: Just so we</p> <p>7 have the dates correct, I mean, my</p> <p>8 notes indicate that the last of the</p> <p>9 windows -- and there may have been one</p> <p>10 on the roof that was -- but the last</p> <p>11 of the windows, according to your</p> <p>12 testimony yesterday, on the B building</p> <p>13 was in January 12th -- January 12th of</p> <p>14 2015. That was the date.</p> <p>15 And on the A building on</p> <p>16 February 27, 2015.</p> <p>17 THE WITNESS: No, that would be</p> <p>18 installation completion.</p> <p>19 CHAIRMAN ROSSI: Installation</p> <p>20 completion?</p> <p>21 THE WITNESS: Yes.</p> <p>22 CHAIRMAN ROSSI: Okay. So</p> <p>23 the -- so the delivery would have been</p> <p>24 before that?</p> <p>25 THE WITNESS: Correct.</p>	<p style="text-align: right;">581</p> <p>1 Monadnock v. Glasswall, Volume II</p> <p>2 A Sure.</p> <p>3 Q It's Exhibit I in my book.</p> <p>4 (Previously Marked Exhibit No.</p> <p>5 I, March 2014 Work-Out Document is</p> <p>6 introduced into the proceedings.)</p> <p>7 A What page?</p> <p>8 Q Well, on the first page, there</p> <p>9 is a "whereas" clause, the third from the</p> <p>10 bottom.</p> <p>11 A Okay. I see that.</p> <p>12 Q It says:</p> <p>13 "The production schedules show</p> <p>14 final window production completed by</p> <p>15 October 28, 2014."</p> <p>16 A I see that.</p> <p>17 Q Isn't it true, Mr. Colapinto,</p> <p>18 that on April 4, 2014, Glasswall was given</p> <p>19 until October 28, 2014, to deliver the</p> <p>20 windows?</p> <p>21 A By execution of this amendment</p> <p>22 agreement, yes.</p> <p>23 Q And you say they delivered it</p> <p>24 sometime in 2014?</p> <p>25 A No, I did not. The end of</p>

<p style="text-align: right;">582</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       2014.</p> <p>3       Q    Yes.</p> <p>4       A    We can check specific delivery</p> <p>5       tickets to see when the last windows</p> <p>6       arrived. I want to say December 26th or</p> <p>7       thereabouts.</p> <p>8       Q    And it was a rolling</p> <p>9       production; wasn't it?</p> <p>10      A    When you say "rolling</p> <p>11      production"?</p> <p>12      Q    You didn't get them all on</p> <p>13      December 20 -- whatever that date was --</p> <p>14      you didn't get all the windows that day;</p> <p>15      did you?</p> <p>16      A    No, we got the balance of the</p> <p>17      windows for the project.</p> <p>18      Q    I mean, my question is:</p> <p>19           They were coming every week or</p> <p>20      two, correct?</p> <p>21      A    No, there were no windows</p> <p>22      coming in the months of October,</p> <p>23      November -- until the end of December. We</p> <p>24      can check the shipping tickets too and see</p> <p>25      when the last window delivery occurred in</p>	<p style="text-align: right;">584</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       Q    Glasswall said, "We want to get</p> <p>3       paid in advance," correct?</p> <p>4       A    That was one part of the</p> <p>5       conversation.</p> <p>6       Q    But weren't they entitled to be</p> <p>7       paid up in advance?</p> <p>8       A    If this agreement says they</p> <p>9       were, then, yes.</p> <p>10      Q    And you didn't want to pay them</p> <p>11      in advance; did you?</p> <p>12      A    I didn't have anything to do</p> <p>13      with wanting to or not wanting to pay them.</p> <p>14      Q    Well, did you understand why</p> <p>15      there was a delay to the last shipment?</p> <p>16      A    Yes, I understood.</p> <p>17      Q    And what was your</p> <p>18      understanding?</p> <p>19      A    A dispute over payment.</p> <p>20      Q    And did you understand that</p> <p>21      Glasswall said they wanted to be paid in</p> <p>22      advance for the last shipment?</p> <p>23      A    I understood that.</p> <p>24      Q    And did you understand that</p> <p>25      Monadnock said, "No, we are not going to</p>
<p style="text-align: right;">583</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       the fall of 2014.</p> <p>3       Q    Weren't you getting a constant</p> <p>4       stream of shipments from April 14th up</p> <p>5       until --</p> <p>6       A    Up until -- up until --</p> <p>7       Q    -- the end of the year?</p> <p>8       CHAIRMAN ROSSI: You have got</p> <p>9       to wait until he finishes.</p> <p>10      THE WITNESS: Okay.</p> <p>11      Q    Until the end of the year?</p> <p>12      A    No.</p> <p>13      Q    Until when were you getting a</p> <p>14      regular shipment?</p> <p>15      A    Early fall of 2014.</p> <p>16      Q    And then didn't Glasswall want</p> <p>17      to get paid for the last shipment in</p> <p>18      advance?</p> <p>19      A    Glasswall wanted to be paid in</p> <p>20      full prior to the last shipment.</p> <p>21      Q    So it was a constant steam up</p> <p>22      until the last shipment?</p> <p>23      A    It was a constant stream up</p> <p>24      until the last shipment, would be a fair</p> <p>25      thing to say.</p>	<p style="text-align: right;">585</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       pay you in advance"?</p> <p>3       A    I understood that ownership</p> <p>4       said no to that.</p> <p>5       Q    Let's look at paragraph ten of</p> <p>6       this Exhibit I.</p> <p>7           And just so, before you look at</p> <p>8       that, Mr. Colapinto, I just want to get the</p> <p>9       mechanism that was put in place by the</p> <p>10      amendment.</p> <p>11           Isn't it true that, under the</p> <p>12      amendment, Monadnock was going to pay</p> <p>13      Westchester Fire and then Westchester Fire</p> <p>14      would pay Glasswall?</p> <p>15      A    Yes, we used to send checks to</p> <p>16      Cozen, I think, was the attorney for</p> <p>17      Westchester Fire.</p> <p>18      Q    Okay. So now let's look at</p> <p>19      Exhibit 10 -- I'm sorry -- paragraph ten.</p> <p>20           Doesn't this say that, before</p> <p>21      the last month's production is shipped,</p> <p>22      Westchester will advance payment to</p> <p>23      Glasswall for the last month's production?</p> <p>24      A    It does. And it also says</p> <p>25      provision for final lien waiver was in</p>

<p style="text-align: right;">586</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       such --</p> <p>3       Q    Do you understand that the lien</p> <p>4       waiver was ever discussed in November or</p> <p>5       December of 2014?</p> <p>6       A    I am sure it was, but not by</p> <p>7       me.</p> <p>8       Q    So isn't it true that Glasswall</p> <p>9       was absolutely entitled to get paid for the</p> <p>10      last shipment in advance?</p> <p>11      A    According to this agreement,</p> <p>12      yes.</p> <p>13      Q    And up until that last</p> <p>14      shipment, they were totally on schedule;</p> <p>15      wasn't they?</p> <p>16           MR. KLEINHENDLER: Objection.</p> <p>17      A    Well, I wouldn't say that,</p> <p>18      "totally on schedule." But there was a</p> <p>19      continuous stream of windows being shipped</p> <p>20      to the job.</p> <p>21           CHAIRMAN ROSSI: After this was</p> <p>22      signed, right?</p> <p>23           THE WITNESS: After this was</p> <p>24      signed, yes.</p> <p>25      Q    And we know that the last</p>	<p style="text-align: right;">588</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       Q    Okay. Well, the record will</p> <p>3       reflect whatever it is that you said.</p> <p>4       So even with this delay for the</p> <p>5       last shipment, you got all of the windows</p> <p>6       by the end of 2014, correct?</p> <p>7       A    We received all the windows by</p> <p>8       the end of 2014, except for one.</p> <p>9       Q    Except for one. And when was</p> <p>10      the date that they were supposed to be</p> <p>11      delivered by?</p> <p>12      A    According to this, October 28th</p> <p>13      of 2014. Is that the correct date?</p> <p>14      Q    So the delay in delivery of the</p> <p>15      windows under this amendment was at best --</p> <p>16      at best, even if you take out this argument</p> <p>17      over the final payment, two months?</p> <p>18      A    I disagree.</p> <p>19      Q    When were the windows supposed</p> <p>20      to be delivered by?</p> <p>21      A    The spring of 2014.</p> <p>22      Q    Under this amendment?</p> <p>23      A    According to the AIA contract.</p> <p>24           MR. KLEINHENDLER: 2014?</p> <p>25           THE WITNESS: 2014.</p>
<p style="text-align: right;">587</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       shipment that you said was a little bit</p> <p>3       delayed was made by the end of the year,</p> <p>4       correct?</p> <p>5       A    The last shipment was delayed</p> <p>6       by more than two months, and it was at the</p> <p>7       end of the year, correct.</p> <p>8       Q    Okay. So if the last shipment</p> <p>9       was delayed by two months, then everything</p> <p>10      other than the last shipment would have</p> <p>11      been made by the end of October, correct?</p> <p>12      A    Well, I don't know. We would</p> <p>13      have to check the shipping tickets to see</p> <p>14      when the windows came for the job in the</p> <p>15      fall of 2014.</p> <p>16      Q    Well, approximately?</p> <p>17      A    I am not going to approximate,</p> <p>18      sir. I told you the fall of 2014. That's</p> <p>19      approximate enough.</p> <p>20      Q    Well, you said also that the</p> <p>21      last shipment was except -- I'm sorry --</p> <p>22      the second-to-the-last shipment would have</p> <p>23      been made about two months before about the</p> <p>24      end of the year?</p> <p>25      A    No, I didn't say that.</p>	<p style="text-align: right;">589</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       Q    Are you ignoring this</p> <p>3       amendment?</p> <p>4       A    I am -- I'm saying that I am</p> <p>5       not an attorney, but I am not ignoring the</p> <p>6       amendment.</p> <p>7           CHAIRMAN ROSSI: All right.</p> <p>8       All right. Okay. So let's -- let's</p> <p>9       get a little more precision with the</p> <p>10      questions, okay, so that we</p> <p>11      understand -- he understands what you</p> <p>12      are asking.</p> <p>13           And maybe just everybody is</p> <p>14      getting a little tired, but let's try</p> <p>15      to repeat the question again. What he</p> <p>16      wants to know --</p> <p>17      Q    As of April --</p> <p>18           CHAIRMAN ROSSI: So -- so --</p> <p>19      this -- this contract -- let me -- let</p> <p>20      me just see if I -- to recap -- this</p> <p>21      contract, this amendment to the</p> <p>22      contract, they were supposed to get</p> <p>23      you all the windows by the end of</p> <p>24      October, right -- under this</p> <p>25      amendment?</p>

<p style="text-align: right;">590</p> <p>1 Monadnock v. Glasswall, Volume II</p> <p>2 THE WITNESS: Correct.</p> <p>3 CHAIRMAN ROSSI: Okay.</p> <p>4 THE WITNESS: But without</p> <p>5 waiving our rights to the original</p> <p>6 contract.</p> <p>7 CHAIRMAN ROSSI: I understand</p> <p>8 that.</p> <p>9 So -- so under this</p> <p>10 agreement -- forget about your rights</p> <p>11 or damages or the like.</p> <p>12 I think what he's trying to</p> <p>13 say, is, under this contract -- and</p> <p>14 putting aside what you're -- you're</p> <p>15 reserving your rights -- and putting</p> <p>16 aside the payment issue, which they --</p> <p>17 they are going to say, I imagine, is</p> <p>18 some sort of justification -- I am not</p> <p>19 agreeing or disagreeing.</p> <p>20 Under this agreement, if all --</p> <p>21 if everything went perfectly, they</p> <p>22 were a couple of months late, right,</p> <p>23 because they were supposed to give it</p> <p>24 at the end of October and they gave it</p> <p>25 to you by the end of December, except</p>	<p style="text-align: right;">592</p> <p>1 Monadnock v. Glasswall, Volume II</p> <p>2 that question?</p> <p>3 MR. RENDA: Yes, I'm not</p> <p>4 familiar with it.</p> <p>5 THE WITNESS: In our</p> <p>6 estimation, immediately thereafter</p> <p>7 production. The job at that time had</p> <p>8 the wherewithal to store the windows</p> <p>9 on-site because the building was</p> <p>10 naked.</p> <p>11 MR. RENDA: Okay.</p> <p>12 CHAIRMAN ROSSI: How -- how</p> <p>13 long did it take to -- to deliver the</p> <p>14 stuff? How long did it take to ship</p> <p>15 it?</p> <p>16 THE WITNESS: Well, it would be</p> <p>17 a 24-hour shipment from Miami to New</p> <p>18 York.</p> <p>19 CHAIRMAN ROSSI: Really?</p> <p>20 THE WITNESS: Yes, so, I mean,</p> <p>21 if the -- if the trucker drove -- and</p> <p>22 I don't know the trucking laws -- but</p> <p>23 a trucker could leave the Glasswall</p> <p>24 plant and get there within about a</p> <p>25 24-hour period.</p>
<p style="text-align: right;">591</p> <p>1 Monadnock v. Glasswall, Volume II</p> <p>2 for the one on the roof, correct?</p> <p>3 THE WITNESS: That's a fair</p> <p>4 statement.</p> <p>5 CHAIRMAN ROSSI: Okay. That's</p> <p>6 what you are getting at, right?</p> <p>7 MR. CINQUE: Yes.</p> <p>8 CHAIRMAN ROSSI: Okay. But</p> <p>9 it's easier from this -- you know --</p> <p>10 from here.</p> <p>11 MR. CINQUE: Want to take over</p> <p>12 the questioning?</p> <p>13 CHAIRMAN ROSSI: No, not</p> <p>14 really.</p> <p>15</p> <p>16 MR. RENDA: I have a question.</p> <p>17 The sentence says:</p> <p>18 "The production schedule shows</p> <p>19 final window production, including</p> <p>20 store front windows, completed by</p> <p>21 October 28, 2014."</p> <p>22 I haven't read this agreement,</p> <p>23 but does it also provide when -- when</p> <p>24 they will be received in New York FOB?</p> <p>25 THE WITNESS: Are you asking me</p>	<p style="text-align: right;">593</p> <p>1 Monadnock v. Glasswall, Volume II</p> <p>2 CHAIRMAN ROSSI: All right.</p> <p>3 Thank you.</p> <p>4 MS. FODOR: Just so that we are</p> <p>5 all on the same page, I thought I also</p> <p>6 heard that the October date slippage</p> <p>7 was attributable to the fact that</p> <p>8 Glasswall wasn't paid its last</p> <p>9 shipment --</p> <p>10 THE WITNESS: That's correct.</p> <p>11 MS. FODOR: -- required</p> <p>12 under --</p> <p>13 THE WITNESS: -- this</p> <p>14 agreement, correct.</p> <p>15 MS. FODOR: -- the amendment?</p> <p>16 THE WITNESS: Yes.</p> <p>17 MS. FODOR: So but it wasn't</p> <p>18 done until December -- well, it may be</p> <p>19 because they weren't paid for the last</p> <p>20 shipment -- I just want to get that</p> <p>21 clarified.</p> <p>22 THE WITNESS: It wasn't paid.</p> <p>23 I don't know the exact date of</p> <p>24 payment. But there are checks that</p> <p>25 were entered into evidence yesterday</p>

<p style="text-align: right;">582</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       2014.</p> <p>3       Q    Yes.</p> <p>4       A    We can check specific delivery</p> <p>5       tickets to see when the last windows</p> <p>6       arrived. I want to say December 26th or</p> <p>7       thereabouts.</p> <p>8       Q    And it was a rolling</p> <p>9       production; wasn't it?</p> <p>10      A    When you say "rolling</p> <p>11      production"?</p> <p>12      Q    You didn't get them all on</p> <p>13      December 20 -- whatever that date was --</p> <p>14      you didn't get all the windows that day;</p> <p>15      did you?</p> <p>16      A    No, we got the balance of the</p> <p>17      windows for the project.</p> <p>18      Q    I mean, my question is:</p> <p>19            They were coming every week or</p> <p>20      two, correct?</p> <p>21      A    No, there were no windows</p> <p>22      coming in the months of October,</p> <p>23      November -- until the end of December. We</p> <p>24      can check the shipping tickets too and see</p> <p>25      when the last window delivery occurred in</p>	<p style="text-align: right;">584</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       Q    Glasswall said, "We want to get</p> <p>3       paid in advance," correct?</p> <p>4       A    That was one part of the</p> <p>5       conversation.</p> <p>6       Q    But weren't they entitled to be</p> <p>7       paid up in advance?</p> <p>8       A    If this agreement says they</p> <p>9       were, then, yes.</p> <p>10      Q    And you didn't want to pay them</p> <p>11      in advance; did you?</p> <p>12      A    I didn't have anything to do</p> <p>13      with wanting to or not wanting to pay them.</p> <p>14      Q    Well, did you understand why</p> <p>15      there was a delay to the last shipment?</p> <p>16      A    Yes, I understood.</p> <p>17      Q    And what was your</p> <p>18      understanding?</p> <p>19      A    A dispute over payment.</p> <p>20      Q    And did you understand that</p> <p>21      Glasswall said they wanted to be paid in</p> <p>22      advance for the last shipment?</p> <p>23      A    I understood that.</p> <p>24      Q    And did you understand that</p> <p>25      Monadnock said, "No, we are not going to</p>
<p style="text-align: right;">583</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       the fall of 2014.</p> <p>3       Q    Weren't you getting a constant</p> <p>4       stream of shipments from April 14th up</p> <p>5       until --</p> <p>6       A    Up until -- up until --</p> <p>7       Q    -- the end of the year?</p> <p>8       CHAIRMAN ROSSI: You have got</p> <p>9       to wait until he finishes.</p> <p>10      THE WITNESS: Okay.</p> <p>11      Q    Until the end of the year?</p> <p>12      A    No.</p> <p>13      Q    Until when were you getting a</p> <p>14      regular shipment?</p> <p>15      A    Early fall of 2014.</p> <p>16      Q    And then didn't Glasswall want</p> <p>17      to get paid for the last shipment in</p> <p>18      advance?</p> <p>19      A    Glasswall wanted to be paid in</p> <p>20      full prior to the last shipment.</p> <p>21      Q    So it was a constant stream up</p> <p>22      until the last shipment?</p> <p>23      A    It was a constant stream up</p> <p>24      until the last shipment, would be a fair</p> <p>25      thing to say.</p>	<p style="text-align: right;">585</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       pay you in advance"?</p> <p>3       A    I understood that ownership</p> <p>4       said no to that.</p> <p>5       Q    Let's look at paragraph ten of</p> <p>6       this Exhibit I.</p> <p>7            And just so, before you look at</p> <p>8       that, Mr. Colapinto, I just want to get the</p> <p>9       mechanism that was put in place by the</p> <p>10      amendment.</p> <p>11            Isn't it true that, under the</p> <p>12      amendment, Monadnock was going to pay</p> <p>13      Westchester Fire and then Westchester Fire</p> <p>14      would pay Glasswall?</p> <p>15      A    Yes, we used to send checks to</p> <p>16      Cozen, I think, was the attorney for</p> <p>17      Westchester Fire.</p> <p>18      Q    Okay. So now let's look at</p> <p>19      Exhibit 10 -- I'm sorry -- paragraph ten.</p> <p>20            Doesn't this say that, before</p> <p>21      the last month's production is shipped,</p> <p>22      Westchester will advance payment to</p> <p>23      Glasswall for the last month's production?</p> <p>24      A    It does. And it also says</p> <p>25      provision for final lien waiver was in</p>

<p style="text-align: right;">598</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       one -- are you looking --</p> <p>3       A     It has a bunch -- I am at the</p> <p>4       top of the page. It says, "escrow</p> <p>5       agreement." It starts with the:</p> <p>6       (There was a discussion off the</p> <p>7       record.)</p> <p>8       A     "This escrow agreement is</p> <p>9       entered into" -- is that the first</p> <p>10      sentence?</p> <p>11      Q     No. You are looking at a</p> <p>12      different escrow agreement.</p> <p>13      (There was a discussion off the</p> <p>14      record.)</p> <p>15      MR. CINQUE: Next, Exhibit G.</p> <p>16      CHAIRMAN ROSSI: Part of I,</p> <p>17      still part of I.</p> <p>18      (There was a discussion off the</p> <p>19      record.)</p> <p>20      A     Okay. Where -- should we start</p> <p>21      again?</p> <p>22      Q     Just because things may have</p> <p>23      been confused.</p> <p>24      CHAIRMAN ROSSI: I have G. Is</p> <p>25      that where we are, Exhibit G?</p>	<p style="text-align: right;">600</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       says what it says.</p> <p>3       CHAIRMAN ROSSI: Well, if you</p> <p>4       want to ask him if it was his</p> <p>5       understanding at the time, if he</p> <p>6       knows.</p> <p>7       MR. KLEINHENDLER: First, ask</p> <p>8       him if he even signed this agreement.</p> <p>9       CONTINUED EXAMINATION</p> <p>10      BY MR. CINQUE:</p> <p>11      Q     Was it your understanding at</p> <p>12      the time in 2014 of April that Monadnock</p> <p>13      had to pay money into an escrow account if</p> <p>14      it was going to assert any sort of a claim</p> <p>15      against Glasswall?</p> <p>16      A     I had heard that. But I had</p> <p>17      also heard that the conversation with John</p> <p>18      Anderson was, if any money gets deposited</p> <p>19      in an escrow agreement, we are not shipping</p> <p>20      any windows. So payment in full was due.</p> <p>21      Q     If John Anderson did say that,</p> <p>22      John Anderson would be totally wrong,</p> <p>23      right?</p> <p>24      He didn't have the right to</p> <p>25      say -- to make that statement?</p>
<p style="text-align: right;">599</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       MR. CINQUE: Yes. Exhibit G to</p> <p>3       Exhibit I.</p> <p>4       Q     Okay. Paragraph one:</p> <p>5       "In accordance with paragraph</p> <p>6       13 of the agreement to amend contracts,</p> <p>7       Monadnock shall deposit certain funds into</p> <p>8       an escrow account of the escrow agent. In</p> <p>9       the event that Monadnock asserts that any</p> <p>10      payment to WFIC" -- that's Westchester</p> <p>11      Fire, the bonding company -- "should be</p> <p>12      reduced based on a back charge, change</p> <p>13      order, or similar reduction permitted under</p> <p>14      the terms of the contracts as amended."</p> <p>15      Isn't it true, Mr. Colapinto,</p> <p>16      that, if Monadnock was going to claim any</p> <p>17      claim against Glasswall for the delivery of</p> <p>18      the windows, it was required under the</p> <p>19      terms of the agreement to deposit the money</p> <p>20      with the escrow agent?</p> <p>21      MR. KLEINHENDLER: Objection.</p> <p>22      Calls for a legal conclusion. The</p> <p>23      agreement speaks for itself, and there</p> <p>24      are other passages in the agreement --</p> <p>25      objection. The agreement speaks --</p>	<p style="text-align: right;">601</p> <p>1       Monadnock v. Glasswall, Volume II</p> <p>2       A     I don't know if he had the</p> <p>3       right to or not. I can't get into John</p> <p>4       Anderson's head.</p> <p>5       Q     Did you ever hear John Anderson</p> <p>6       say that?</p> <p>7       A     I think Greg Bauso might have</p> <p>8       heard John Anderson say that. You should</p> <p>9       ask Greg.</p> <p>10      Q     And wasn't the whole point -- I</p> <p>11      mean, this was negotiated -- well,</p> <p>12      withdrawn.</p> <p>13      There were a number of parties</p> <p>14      to this settlement agreement; weren't</p> <p>15      there?</p> <p>16      A     Including Greg Bauso.</p> <p>17      Q     Let's just take a look at</p> <p>18      Exhibit I, the signature page. We have</p> <p>19      Glasswall, Monadnock, HPS, 50th Avenue</p> <p>20      Associates, HPS Borden Avenue. We have Ugo</p> <p>21      Colombo, Sarah Jane Colombo-Kennedy, and</p> <p>22      Westchester Fire Insurance Company.</p> <p>23      That's seven different people</p> <p>24      signed this -- this agreement, correct?</p> <p>25      A     On this page, yes.</p>